

Terms of Business for the Supply of Temporary Agency Workers



1. Definitions

1.1. These definitions and rules of interpretation apply in these Terms of Business.

"Actual Vacancies" the Client's vacant positions as the Client informs the Agency from time to time.

"Agency" refers to the employment business that Introduced and/or supplied the Agency Worker to the Hirer as confirmed in the Introduction and/or the Assignment Confirmation, which is either:

- Vision for Education Ltd, Registered Number 6433086, Registered Office First Floor (South), Cathedral Buildings, Dean Street, Newcastle upon Tyne NE1 1PG, or
- ABC Teachers Ltd, Registered Number 05480764, Registered Office First Floor (South), Cathedral Buildings, Dean Street, Newcastle upon Tyne NE1 1PG, or
- Smart Teachers Ltd, Registered Number 05497433, Registered Office First Floor (South), Cathedral Buildings, Dean Street, Newcastle upon Tyne NE1 1PG.

"Agency Worker" a person Introduced and/or supplied by the Agency to the Client to provide services to the Client not as an employee of the Client.

"Assignment" shall have the meaning set out in clause 4.

"Assignment Confirmation" the Agency's written confirmation email of the terms of an Assignment which shall be deemed to incorporate these Terms.

"AWR" the Agency Workers' Regulations 2010.

"AWR Claim" (i) any complaint or claim to a tribunal or court made by or on behalf of an Agency Worker for any breach of AWR, or (ii) any information by an Agency Worker intimating or threatening such a complaint.

"AWR Request" any AWR Claim or any request by an Agency Worker under regulation 16 of the AWR.

"Business Day" a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

"Charges" the charges of the Agency per hour or day calculated in accordance with clause 6 and as may be varied from time to time in accordance with these Terms.

"Client" the person, firm or corporate body to whom the Agency Worker is Introduced and any reference to the Client shall include a reference to the Client's Group.

"Conduct Regulations" the Conduct of Employment Agencies and Employment Business Regulations 2003.

"Data Protection Laws" refers, collectively, to any applicable laws relating to the processing of personal data and privacy, but specifically including the Data Protection Act 2018, the General Data Protection Regulation (UK) to the extent it remains applicable to personal data processed pursuant to these Terms, the UK GDPR and any other applicable statutory or regulatory provisions in force **from time to time** relating to the protection and transfer of personal data.

"Engage" the engagement (including the Agency Worker's acceptance of the Client's offer), employment or use of the Agency Worker by the Client or any third party to whom the Agency Worker has been Introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly.

"Extended Assignment" shall have the meaning set out in clause 5.2.

"Group" in relation to a company, that company, each and any subsidiary or holding company from time to time of that

company, and each and any subsidiary from time to time of a holding company of that company.

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Introduce" (i) the provision to the Client of information by the Agency whether by way of a curriculum vitae or otherwise which identifies the Agency Worker, or (ii) the Client's interview of the Agency Worker, or (iii) the supply of the Agency Worker to the Client by the Agency, and "Introduction" and "Introduced" shall be construed accordingly.

"Introduction Date" the date the Agency Introduces the Agency Worker to the Client in accordance with these Terms.

"Losses" all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands.

"Minimum Introduction Fee" is £3,000 (plus VAT).

"Other Qualifying Payments" any remuneration payable to the Agency Worker (including any overtime, shift premium, commission or any bonus, incentive or rewards) other than their basic hourly or daily rate, which is not excluded by virtue of regulation 6 of the AWR.

"Qualifying Agency Worker" any Agency Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR and, in particular, has been provided to the Client (whether by the Agency or any third party) for the Qualifying Period and in respect of whom the Agency has complied with its obligations under clause 2.

"Qualifying Period" means the 12-week qualifying period as defined in regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR.

"Relevant Period" means whichever ends the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Client having been supplied by the Agency, or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Client having been supplied by the Agency or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous Assignment.

"Relevant Terms and Conditions" the Relevant Terms and Conditions for any particular Qualifying Agency Worker as defined in regulation 6 of the AWR.

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Client or any third party.

"Vulnerable Person" any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

"WTR" the Working Time Regulations 1998.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4. A reference to a holding company or subsidiary means a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.5. Headings are for illustration only and shall not affect interpretation.
- 1.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definitions, phrases or terms following those terms.
- 1.7. Terms used relating to data privacy/protection (but not separately defined) such as personal data, data processor and data subject, shall have the meaning(s) given to them in applicable Data Protection Laws.

2. The contract

- 2.1. These Terms apply and govern the supply of the Agency Worker's services by the Agency to the Client and are deemed to be accepted by the Client on request for, interview with or receipt of the services or Engagement of the Agency Worker. These Terms contain the entire agreement between the parties and, unless otherwise agreed in writing by a Director of the Agency, these Terms prevail over any Terms of Business or purchase conditions (or similar) put forward by the Client (including any Terms in any Assignment Confirmation). No variation or alteration to these Terms shall be valid unless approved by a Director of the Agency in writing stating the date from which such variation shall take effect.
- 2.2. For the Conduct Regulations, the Agency acts as an employment business in relation to the Introduction and supply of Agency Workers.
- 2.3. These Terms are non-exclusive and shall not prevent any listed Agency from working with multiple Agency Workers or Clients and shall not prevent the Client from working with multiple agencies in connection with any Assignment.

3. Agency's obligations

- 3.1. The Agency endeavours to take all such steps as are reasonably practicable to ensure:
 - 3.1.1. the suitability of any Agency Worker Introduced to the Client by obtaining confirmation of the Agency Worker's identity, that the Agency Worker has the experience, training, qualifications and any authorisation which the Client considers necessary, or which may be required by law or by any professional body, and that the Agency Worker is willing to work in the position which the Client seeks to fill,
 - 3.1.2. that the Client and Agency Worker are aware of any requirements imposed by law or any professional body to enable the Agency Worker to work in the position which the Client seeks to fill, and
 - 3.1.3. that it would not be detrimental to the interests of either the Client or the Agency Worker for the Agency Worker to work in the position which the Client seeks to fill.
- 3.2. Notwithstanding clause 3.1, the Client shall satisfy itself as to the suitability of the Agency Worker.
- 3.3. To enable the Agency to comply with its obligations under clause 3.1, the Client warrants that all information provided by the Client, including in respect of Actual Vacancies, is complete, accurate and correct and that it will promptly notify the Agency of any changes to that information.
- 3.4. Any position that the Agency seeks to fill, the Agency may need to advertise.
- 3.5. Where appropriate, the Company will advertise short and long-term and permanent vacancies on behalf of the Client on our website and external job boards at no extra cost to the Client.
- 3.6. Where the Client notifies the Agency that an Agency Worker is required by law or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with any Vulnerable Persons, the Agency will take all reasonably practicable steps to obtain,

and offer to provide copies of, any relevant qualifications or authorisations and two references. The Agency will also take all reasonably practicable steps to confirm that the Agency Worker is suitable for the Assignment. If the Agency is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.

- 3.7. When Introducing an Agency Worker to the Client, the Agency shall provide an Assignment Confirmation confirming the identity of the Agency Worker, that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment, that the Agency Worker is willing to work in the Assignment and the Charges. The Client can also make a request to the Agency to see copies of the Agency Worker's references and Right to Work documentation.
- 3.8. The Agency shall notify the Client if it believes that an Agency Worker is or may be unsuitable for the Assignment. Notwithstanding, the Client shall remain liable for all Charges incurred prior to the termination of the Assignment.
- 3.9. The Agency is responsible for paying the Agency Worker and, where appropriate, for the deduction and payment of National Insurance contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

4. Client's obligations

- 4.1. When making a request for the provision of an Agency Worker to perform certain services (Assignment), the Client will give the Agency details of:
 - 4.1.1. the date on which the Client requires the Agency Worker to commence work and the duration, or likely duration, of the work,
 - 4.1.2. the position which the Client seeks to fill, including the type of work the Agency Worker in that position would be required to do, the location at which, and the hours during which the Agency Worker would be required to work and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks,
 - 4.1.3. the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Agency Worker to possess in order to work in the position,
 - 4.1.4. any expenses payable by or to the Agency Worker, and
 - 4.1.5. any information reasonably required by the Agency in order for the Agency to fulfil its obligations under the AWR.
- 4.2. The Client shall notify the Agency immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.
- 4.3. The Client shall provide adequate guidance to the Agency Worker and shall ensure all necessary supervision, direction and control of all duties undertaken by the Agency Worker.
- 4.4. If the Client reasonably considers that the services of the Agency Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Agency to remove the Agency Worker. The Agency may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Client has notified the Agency immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for one day or more and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Agency within 48 hours of the termination of the Assignment.
- 4.5. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) an authorised representative of the Client will sign (electronically or manually at the discretion of the Agency) a timesheet duly completed to indicate the number of hours or days worked during the preceding week (or such lesser period). Signature (including electronic) of the timesheet by or on behalf of the Client is (i) binding confirmation of the number of hours or days worked, and (ii) confirmation by the Client that the Charges will

be paid in full. Failure to sign the timesheet does not absolve the Client of its obligation to pay the Charges in respect of the hours or days worked. In the event of any dispute, the Client shall co-operate fully and in a timely fashion with the Agency to enable the Agency to establish what hours or days were worked by the Agency Worker.

- 4.6. The Client will comply with all of the Agency's requests for information and any other requirements to enable the Agency to comply with the AWR.
- 4.7. The Client shall at all times comply with their statutory obligations, including under the AWR, including but not limited to providing an Agency Worker with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulations 12 and 13 of the AWR.
- 4.8. The Client shall notify the Agency of any periods in which the Agency Worker has worked for or provided services to the Client (otherwise than through the Agency) in the 12 months prior to the commencement of an Assignment. Prior to the commencement of any work by a Qualifying Agency Worker in relation to an Assignment, or by an Agency Worker who during the course of work on that Assignment will become a Qualifying Agency Worker, the Client shall notify the Agency of this fact and notify the Agency in writing of the Relevant Terms and Conditions, including any Other Qualifying Payments which may be payable. The Client shall promptly notify the Agency of any variation to the Relevant Terms and Conditions or Other Qualifying Payments.
- 4.9. For the purpose of calculating any Other Qualifying Payments, the Client shall integrate the Agency Worker into all appropriate Client systems, policies and procedures, assess the Agency Worker's performance and provide to the Agency with all information reasonably necessary to justify why a payment is or is not due to the Agency Worker.
- 4.10. The Client shall, within two Business Days, notify the Agency of any AWR Request and at the same time provide a copy of any written information relating to such AWR Request. The parties shall co-operate with each other in relation to responding to any AWR Request. This shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response, and the Client warrants to provide any information reasonably necessary to the Agency to respond to or defend any AWR Request.
- 4.11. The Client shall provide any information reasonably necessary for the Agency to comply with its obligations under the WTR. The Client shall not require an Agency Worker to work for more than 48 hours in any week without the prior written consent of the Agency or do anything to cause the Agency to breach the WTR.
- 4.12. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to work in the Assignment.
- 4.13. The Client warrants that it shall advise the Agency if the Agency Worker will be required to work with, care for or attend to one or more Vulnerable Persons or engage in regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006 and shall assist the Agency by providing any information required to allow the Agency to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006. If the Client or the Agency remove an Agency Worker from an Assignment in circumstances which would require the Agency to provide information to the Disclosure and Barring Service (or any equivalent or relevant authority) under the Safeguarding Vulnerable Groups Act 2006, the Client will provide sufficient information to the Agency to allow it to meet its statutory obligations.
- 4.14. The Client shall advise the Agency of any special health and safety matters about which the Agency is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment. The Client will also comply in all respects with the statutory provisions as are in force from time to time including, the WTR, Health and Safety at Work etc. Act 1974, the Management of Health and Safety at

Work Regulations 1999 (as amended), by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments. The Client will undertake any necessary reporting duties in relation to RIDDOR for any fatal accidents, major injuries/occurrences requiring medical treatment or dangerous occurrences at their site.

- 4.15. The Client undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 4.16. In accordance with the principles set out in the Department for Education's 'Keeping Children Safe in Education' statutory guidance, the Client shall be primarily responsible for conducting appropriate investigations into any allegations of a safeguarding nature which arise in respect of the Agency Worker during the Assignment. The Client and the Agency shall reasonably co-operate to enable a reasonable and effective investigation to take place.
- 4.17. If an Agency Worker is subject to an allegation or investigation for an incident that occurs on the Client premises and the Agency Worker has completed the AWR Qualifying Period, the Client will be liable for paying the Agency Worker, in line with the Client's own staffing suspension and pay policy, until the investigation is complete and an outcome has been given.

5. Temporary to permanent

- 5.1. If, following the Introduction or supply of an Agency Worker by the Agency to the Client, the Client Engages the Agency Worker other than through the Agency:
 - 5.1.1. during the Relevant Period, or
 - 5.1.2. where the Agency Worker has not commenced an Assignment with the Client, within 6 months of Introduction by the Agency, or
 - 5.1.3. during an Assignment,
- 5.1.4. the Client will pay the Agency a fee (the Transfer Fee) at the rate of 20% of the Remuneration payable to the Agency Worker during the first 12 months of such Engagement or, if the actual amount of the Remuneration is not known, either the Charges multiplied by 40 (where the Charges are per day) or the Charges multiplied by 400 (where the Charges are per hour), as applicable.
- 5.2. The Transfer Fee shall always be subject to the Minimum Introduction Fee.
- 5.3. The Transfer Fee will not be payable if the Client gives four weeks' prior written notice to the Agency that it intends to continue the hire of the Agency Worker for a further period (Extended Assignment) before it Engages the Agency Worker other than through the Agency. The required length of the Extended Assignment for the purpose of this clause shall be as follows:
 - 5.3.1. if, on expiry of the 4 weeks' notice, the Agency Worker's Assignment has continued for an uninterrupted and continuous period of at least 18 full weeks (or such other minimum period not to exceed 18 full weeks notified to the Client by the relevant Agency), there shall be no requirement for a period of Extended Assignment after expiry of the 4 weeks' notice, or
 - 5.3.2. if, on expiry of the 4 weeks' notice, the Agency Worker's Assignment has not continued for an uninterrupted and continuous period of at least 18 weeks, the required length of the Extended Assignment shall be 18 weeks (or such other minimum period not to exceed 18 weeks notified to the Client by the relevant Agency) less the number of full, uninterrupted and continuous weeks the Agency Worker has worked in the Assignment as at the date on which the 4 weeks' notice expires.
- 5.4. Where the Client decides (in accordance with clause 5.3) to have the Agency Worker supplied by the Agency for the Extended Assignment:
 - 5.4.1. the Charges payable by the Client during the Extended

Assignment shall be those applicable immediately before the Agency received the Client's notice of election, subject to any change in the Charges in accordance with these terms,

- 5.4.2. at the end of the Extended Assignment, the Client may Engage the Agency Worker without paying the Transfer Fee, and
- 5.4.3. if the Client chooses an Extended Assignment but engages the Agency Worker other than through the Agency, before the end of the Extended Assignment, the Transfer Fee as calculated in accordance with sub-clause 5.1.4 will be payable by the Client.
- 5.5. The Client shall be liable to pay a Transfer Fee, as calculated in clause 5.1.4, if the Client Introduces the Agency Worker to a third party and such Introduction results in an Engagement of the Agency Worker by the third party other than through the Agency and (i) where the Agency Worker has been supplied by the Agency, such Engagement takes place within the Relevant Period, or (ii) where the Agency Worker has not been supplied by the Agency, such Engagement takes place within 6 months from the Introduction Date, or (iii) during an Assignment.
- 5.6. The Agency will not refund the Transfer Fee or any part thereof in the event that the Engagement of the Agency Worker other than via the Agency by the Client, or by a third party to which the Client Introduces the Agency Worker, terminates at any time for any reason.

6. Charges

- 6.1. The Client agrees to pay the Charges notified by the Agency. The Charges are calculated according to the number of hours worked by the Agency Worker or the number of days worked where a daily rate is applicable. The Charges comprise the Agency Worker's rate of pay, annual leave entitlement under the WTR, any other amounts payable under the AWR, where applicable, National Insurance contributions and the Agency's commission, which is calculated as a percentage of the Agency Worker's hourly or daily rate. In addition to the charges, the Client is liable to pay any expenses payable to the Agency Worker where the same have been authorised by the Client.
- 6.2. The Client agrees that the standard working day for Agency Workers during an Assignment is 6.5 hours.
- 6.3. The Agency reserves the right to vary the Charges, by giving written notice to the Client:
 - 6.3.1. In order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR, and/or
 - 6.3.2. if an Agency Worker becomes a Qualifying Agency Worker or if there is any variation in the Relevant Terms and Conditions, and in each case the Client will also pay any employer's National Insurance contributions and the Agency's commission on the varied Charges.In addition to the Charges, the Client will pay the Agency an amount equal to any Other Qualifying Payments that the Client awards to the Agency Worker in accordance with clause 4.9 immediately following any such award and the Agency will pay any such Other Qualifying Payments to the Agency Worker. The Client will also pay any employer's National Insurance contributions and the Agency's commission on the Other Qualifying Payments (calculated using the same percentage rate as that used under clause 6.1) in addition to any Other Qualifying Payments payable to the Agency Worker.
- 6.4. The Agency will invoice the Charges and all other sums to the Client on a weekly basis. The Client will pay the Charges within 14 days of the date of the invoice. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under these Terms.
- 6.5. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date. The interest rate will be 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 6.6. The Client's obligations under clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 6.7. In the event that a Client has approved an Agency Worker's timesheet for work that did not occur, the Agency reserves the

right to not issue a credit note back to the Client whereby the Agency has attempted, but failed, to recoup the overpayment from the Agency Worker.

- 6.8. The Agency has the right to invoice the Client for the entirety of the day's scheduled booking if the Agency Worker is cancelled by the Client after 7am on the same business day.

7. Termination of the Assignment

The Client, Agency or Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Client, who shall be liable for the Charges).

8. Liability

- 8.1. Whilst reasonable efforts are made by the Agency to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker, and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Agency for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. The Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 8.2. Agency Workers supplied by the Agency pursuant to these Terms are engaged under contracts for services, unless otherwise notified to the Client in the Assignment Confirmation. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of each Assignment, on duties selected by the Client, on the Client's premises or on premises designated by the Client, after the Agency has had an opportunity to interview Agency Workers as to their suitability in all respects to meet the Client's requirements. The Client agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Client.
- 8.3. In the light of all the circumstances set out in clause 8.2, the Agency and Client agree that the provisions of clause 8 shall constitute a reasonable division of any liabilities that may arise between them and they agree that the maximum aggregate liability of the Agency, as referred to in clause 8.4 below, is reasonable.
- 8.4. The aggregate liability of the Agency to the Client for all breaches of contract and/or other liabilities and/or Losses (whether arising under contract, tort, statute or otherwise howsoever) committed or arising in any one calendar year shall not exceed £5,000,000.
- 8.5. The relevant Agency shall indemnify the Client against all losses incurred by the Client for which the Agency has agreed to be liable pursuant to clause 8.6 for any:
 - 8.5.1. NICs, income taxes or other liabilities to taxation where such liability arises, or is made in connection with, payments made by the Client in respect of any Agency Worker (to the extent that it arises from the fault of the relevant Agency), or
 - 8.5.2. arising from any Agency Worker having at any time claimed, or being held or deemed, to have been an employee of the Client, or to have been otherwise directly engaged by the Client, including any liability from any claim for wrongful or unfair dismissal or redundancy payments (to the extent that it arises from the fault of the relevant Agency).
- 8.6. The relevant Agency shall not be liable for any loss of profits, savings, business, contracts, waste of staff time or wasted expenditure, loss of or corruption to data, damage to goodwill or reputation, or consequential or indirect losses of any sort whatsoever and howsoever caused by the Client. No Agency gives any warranty as to the accuracy of any information contained in any Agency Worker's CV (whether or not the relevant Agency has assisted in its preparation) or the accuracy of any other information provided by the Agency Worker. In the absence of negligence on the part of the relevant Agency, it shall not be liable if evidence of qualification, authorisation,

membership of a professional body or any reference provided to the relevant Agency proves to be forged, fraudulent or otherwise invalid.

- 8.7. The Client's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be for direct costs and damages only (whether in the form of the additional cost of remedial services or otherwise) and shall be limited to all Charges paid to the Agency in connection with the Assignment that is the subject of the claim.

9. Confidentiality and data protection

- 9.1. Each party undertakes that it shall not at any time disclose to any person any confidential information (or personal data) concerning the business, affairs, customers, clients, workers or suppliers of the other party, except as permitted by this clause.
- 9.2. Each party may disclose the other party's confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, or to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. All information relating to an Agency Worker is confidential and subject to the Data Protection Laws (where such information is personal data) and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to comply with the Data Protection Laws at all times.
- 9.3. Where the Agency onboards an Agency Worker, the Agency will become the Data Controller for all Agency Worker's personal data for the specific purposes of finding a suitable Assignment. The Agency Worker's personal data will be shared with the Client in connection with any Assignment, and the Client shall be a Data Controller from the Introduction Date, whether or not the Introduction proceeds to an Assignment.
- 9.4. Each of the Client and the Agency shall:
- 9.4.1. comply with all obligations imposed on controllers under Data Protection Laws,
- 9.4.2. ensure that they have all necessary consents and notices in place to enable the lawful transfer of personal data in connection with any Introduction,
- 9.4.3. provide full information to any Agency Worker on how their personal data will be processed,
- 9.4.4. process Agency Worker's personal data only as necessary for Introductions and Engagements (unless otherwise set out in their privacy policies),
- 9.4.5. only disclose Agency Worker's personal data to those who need to know in connection with any Introduction or Engagement,
- 9.4.6. ensure that they have in place appropriate technical and organisational measures to protect against unlawful or unauthorised processing of personal data, and accidental loss, destruction or damage to personal data,
- 9.4.7. notify the other if it becomes aware of any breach of Data Protection Laws, and
- 9.4.8. maintain complete and accurate records to demonstrate compliance with this clause 9.
- 9.5. All Agency Workers' personal data processed by the relevant Agency will be in accordance with the relevant Agency's Privacy Policy and Data Retention Policy (to the extent compliant with Data Protection Laws) and Data Protection Laws.
- 9.6. Where any Agency Worker submits a Data Subject Access Request at any time, each shall notify the other on receipt. Where the request is following the Introduction Date, the Agency shall only be required to assist the Client in responding to such request at the Client's cost.

10. Intellectual Property Rights

- 10.1. All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly, the Agency shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

11. Miscellaneous

- 11.1. If there is any conflict between the Assignment Confirmation and these Terms, these Terms shall prevail. The Agency may perform any of its obligations under this agreement by sub-contractors and may assign the benefit of this agreement. Save as aforesaid the benefit of the agreement is not assignable in whole or part.
- 11.2. These Terms and any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 11.3. The Client acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) made by the Agency that is not set out in such agreement.
- 11.4. All notices given by either party shall be in writing and given to the other party. Any notice given by post shall be deemed to be received by the party to whom it was given two Business Days after posting. Notices given by email or fax shall be deemed to have been given 1 hour after transmission thereof (excluding the hours between 6pm and 9am. English time and excluding all hours during non-Business Days).
- 11.5. The Agency shall not be responsible for non-performance in whole or in part of its obligations hereunder, nor under any liability to the Client if such non-performance or liability is due to or arises from any cause beyond the control of the Agency including, without limitation, act of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire, tempest or failure of subcontractors or Agency Workers to honour their obligations to the Agency.
- 11.6. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 11.7. No third party can enforce any of these Terms (including the Agency Worker) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.8. Failure by either party at any time to enforce any right, claim or provision of these Terms or arising thereunder shall not be construed as a waiver of such right, claim or provision. Such waiver(s) must be in writing.

Signed by:

Charnice Scott

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Charnice Scott Director of Partnerships
12/17/2025

Signed by:

Mo Chatra

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Mo Chatra

Deputy CEO 02/17/2025